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11 *Court Appointed Class Counsel*

12
13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15 **SAN FRANCISCO DIVISION**

16 REBEKAH BAHARESTAN and JENA
17 MCINTYRE, on behalf of themselves and all
others similarly situated,

18 Plaintiffs,

19 v.

20 VENUS LABORATORIES, INC., dba EARTH
21 FRIENDLY PRODUCTS, INC.,

22 Defendant.

Case No. 3:15-cv-03578-EDL

**DECLARATION OF MARK N.
TODZO IN SUPPORT OF
PLAINTIFFS' MOTION FOR
AWARD OF ATTORNEYS' FEES,
AND REIMBURSEMENT FOR COSTS
AND SERVICE AWARDS**

Date: March 15, 2016
Time: 9:00 a.m.
Location: Courtroom 5, 15th Floor
Judge: Hon. Elizabeth D. Laporte

[Filed concurrently with Declarations of
Melissa W. Wolchansky, Rebekah
Baharestan, Jena McIntyre, and Jeffrey D.
Dahl; and Notice of Motion and Motion
for Award of Attorneys' Fees, and
Reimbursement for Costs and Service
Awards]

1 I, Mark N. Todzo, declare:

2 1. I am a partner at the Lexington Law Group (“LLG”), and I represent Plaintiff
 3 Rebekah Baharestan in the above-captioned action. I respectfully submit this declaration in
 4 support of Plaintiffs’ Motion for Attorney Fees and Costs. I have been working together with
 5 Melissa Wolchansky and Charles Moore of Halunen Law, who represent plaintiff Jena McIntyre
 6 in this action. The Court appointed LLG and Halunen Law (“Halunen”) as Class Counsel for
 7 Plaintiffs and the class members. Ms. Wolchansky and I have co-led the investigation,
 8 prosecution, and settlement negotiations in this case, culminating in the Stipulation of Settlement
 9 (the “Settlement Agreement” or “Settlement”) that is before the Court for final approval [ECF No.
 10 15-2]. I have personal knowledge of the matters set forth below and, if called upon, I could and
 11 would competently testify thereto.

12 **Investigation, Litigation, and Settlement of the Case**

13 2. Defendant Venus Laboratories, Inc., d/b/a Earth Friendly Products, Inc.’s,
 14 (“Venus” or “Defendant”) manufactures, sells, and distributes the Earth Friendly line of household
 15 cleaning products, including dozens of laundry detergents, odor removers, dishwashing fluids, and
 16 other home cleaning products (the “Products” or “Earth Friendly Products”). These Products are
 17 sold through third party retailers to consumers in all 50 states and the District of Columbia.
 18 Plaintiffs allege they were induced to purchase the Earth Friendly Products by Venus’ false and
 19 misleading representations that the Products were natural, derived from plants, free from harmful
 20 chemicals, organic, and/or gentle. However, each Earth Friendly Product contains at least one
 21 chemical that is, in fact, highly processed, synthetic, and/or not organic or natural. These
 22 chemicals include: MIT, Alcohol Denat, Caprylyl/Myristyl Glucoside, Cocamidopropyl Betaine,
 23 Cocamidoprpylamine Oxide, Lauryl Glucoside, Phenoxyethanol, Potassium Cocoate, Potassium
 24 Sorbate, or Sodium Coco-Sulfate.

25 3. In particular, MIT, a biocide used for controlling microbial growth in water-
 26 containing solutions, is neither natural nor made from plants since it is produced by the controlled
 27 chlorination of dimethyldithiodipropionamide (DPAM) in solvent, followed by neutralization and
 28

1 extraction into water. MIT has been linked to what is called an “epidemic” of painful skin
2 allergies, including rashes, blistering, swelling, redness, and hives. The rapidly increasing rates of
3 allergic reactions to MIT resulted in the American Contact Dermatitis Society naming MIT as the
4 contact allergen of the year in 2013. Numerous studies from countries all over the world quantify
5 the epidemic of allergic reactions to MIT as being so serious as to occur in 2 to 10 percent of
6 individuals exposed to the chemical.

7 4. Before commencing this action, LLG conducted an examination and evaluation of
8 the relevant laws and facts to assess the merits of the claims and to determine how to best serve
9 the interests of the members of the class. This pre-suit investigation included interviewing and
10 communicating with potential class members, consulting with expert witnesses, and researching
11 the factual and legal basis for Plaintiff Rebekah Baharestan’s claims. The investigation also
12 included extensive research regarding Venus’ marketing, labeling, and promotional efforts for the
13 Earth Friendly Products.

14 5. When this investigation began, there were no reported cases alleging false and
15 misleading marketing, advertising, and labeling of products containing MIT. Because of the
16 novelty of the factual and legal issues, LLG attorneys were required to conduct significant
17 research prior to filing the action. As a first-of-its kind complex consumer class action on behalf
18 of a nationwide class, LLG attorneys had no idea whether the case could or would be successful.
19 Despite this fact, my firm took this case on a contingency-fee basis, assumed the significant risk of
20 never being paid.

21 6. On November 3, 2014, Plaintiff Jena McIntyre sent a letter notifying Venus of her
22 intent to pursue consumer protection claims on behalf of herself and a nationwide class of
23 purchasers of the Earth Friendly Products throughout the United States based on allegations that
24 Venus misrepresented the nature of the Products. After receiving this letter, Venus began
25 discussing a possible resolution of Plaintiff McIntyre’s claims.

26 7. On March 25, 2015, independently of Plaintiff McIntyre, Plaintiff Rebekah
27 Baharestan sent a letter to Venus alleging that Venus’ marketing, advertising, and labeling of the
28

1 Products false and misleading. This letter informed Venus of Plaintiff Baharestan's intent to
2 represent a nationwide class of purchasers of the Earth Friendly Products in a class action lawsuit.

3 8. After sending their notice letters to Venus, the two Plaintiffs consolidated their
4 efforts and agreed to jointly pursue the case. The Parties engaged in lengthy, comprehensive, and
5 arm's-length settlement discussions over several months. The Parties' settlement negotiations
6 began early in the litigation, shortly after Venus received Plaintiffs' pre-suit notice letters.

7 9. During the Parties' lengthy and comprehensive settlement discussions, the Parties
8 engaged in substantial informal discovery. Through this discovery, Venus provided Plaintiffs with
9 vital information pertaining to the legitimacy and scope of Plaintiffs' claims – including
10 information regarding the Products' labeling and ingredients. This exchange of information
11 ensured sophisticated and meaningful settlement negotiations.

12 10. The Parties' settlement discussions culminated in an all-day, in person, mediation
13 before the Honorable Morton Denlow (Ret.) in Chicago, Illinois on June 1, 2015. The Honorable
14 Morton Denlow, who is a former Magistrate Judge for the United States District Court, Northern
15 District of Illinois, has decades of experience in the resolution of complex commercial litigation,
16 including class actions and product liability cases. A true and correct copy of the Honorable
17 Morton Denlow's general biography is attached as Exhibit 2 to my Declaration in Support of
18 Preliminary Approval of the Settlement [ECF No. 15-3]. Based upon Plaintiffs' investigation and
19 evaluation of the facts and law relating to the matters alleged in this case, the Parties agreed to
20 settle this action pursuant to the general terms of the Settlement. Such agreement was reached
21 after considering, among other things: (1) the substantial benefits available to the class under the
22 terms of the Settlement; (2) the attendant risks and uncertainty of litigation – especially in
23 complex actions such as this – as well as the difficulties and delays inherent in such litigation; and
24 (3) the desirability of promptly completing the Settlement to provide effective relief to Plaintiffs
25 and the class.

11. Following finalization of the general terms of the Settlement, much work remained. For instance, Ms. Wolchansky and I had to draft and reach agreement with Venus regarding the final terms of the Settlement, the class notices, the claim form, and the detailed notice program.

12. On August 4, 2015, Plaintiffs Rebekah Baharestan and Jena McIntyre, on behalf of themselves and all other similarly situated persons, filed their Class Action Complaint in the Northern District of the United States District Court, *Baharestan v. Venus Laboratories, Inc.*, Case No. 3:15-cv-03578-EDL [ECF No. 1]. Plaintiffs' Complaint seeks relief on behalf of a proposed nationwide class of purchasers of the Products pursuant to the express warranty laws of all states and the District of Columbia. The Complaint also seeks relief on behalf of two proposed sub-classes: one of California purchasers, and one of Washington purchasers, pursuant to the consumer protection and false advertising laws of those states. *See* Cal. Civil Code § 1750, *et seq.*; Cal. Bus. & Prof. Code § 17200, *et seq.*; Cal. Bus. & Prof. Code §§ 17580-17581; Wash. Rev. Code § 19.86, *et seq.* In addition, the Complaint seeks relief on behalf of the California sub-class for Venus' alleged violations of the California Organic Products Act ("COPA's") restrictions on selling, labeling, or representing cosmetic products as organic or made with organic ingredients unless the products contain a minimum of 70 percent organically produced ingredients. *See* Cal. Health & Safety Code § 110810, *et seq.*

13. After filing the Complaint and once the Settlement was fully negotiated and signed, Ms. Wolchansky and I worked together to prepare and file the Motion for Preliminary Approval, which included numerous supporting documents and declarations [ECF Nos. 15 to 15-6]. Ms. Wolchansky and I appeared at the November 3, 2015 hearing and argued in support of preliminary approval, which the Court ultimately granted after reviewing my supplemental declaration and exhibits [ECF Nos. 22 to 23].

14. Since the Court preliminarily approved the Settlement, Ms. Wolchansky and I have worked closely with the Claims Administrator to supervise dissemination of notice to class members and to oversee the claims process. This work continues at the time of the filing of the present Motions. Ms. Wolchansky and I, along with other attorneys at our firms, also spent a

1 significant amount of time preparing the Motion for Attorneys' Fee and Costs, and the companion
 2 Motion for Final Approval of the Settlement.

3 15. Plaintiffs McIntyre and Baharestan have both performed a number of tasks that
 4 greatly assisted in the preparation, prosecution, and settlement of the case. Among other things,
 5 Plaintiffs have consulted with me and other Class Counsel on a number of occasions, made
 6 themselves available as needed, provided factual background to assist in the development of the
 7 case and the pre-suit letters notifying Defendant of their intent to bring a suit for violations of
 8 consumer protection statutes, and reviewed pleadings and correspondence in the case and
 9 evaluated the Settlement papers. To date, neither Plaintiff has received any compensation
 10 whatsoever for their efforts on behalf of the class.

11 **The Benefits and Value of the Settlement**

12 16. The Settlement confers substantial benefits on the class through both its injunctive
 13 and monetary terms. First, the injunctive relief provided by the Settlement is wide-ranging and
 14 directly beneficial to class members. Venus is the first company to agree to make its Products safer
 15 for consumers by reformulating some of its Products to remove the allergen MIT [ECF No. 15-2 at
 16 ¶ 4.7]. Venus also agreed to change its labeling and marketing practices by not using the terms
 17 "natural" and "organic" if such claims are not certified or in compliance with the applicable
 18 regulations [ECF No. 15-2 at ¶ 4.6(a)-(c)]. In addition, the Settlement requires Venus to list all
 19 ingredients in its Products with explanatory parentheticals that describe each ingredient and
 20 maintain a website with additional information about ingredients [ECF No. 15-2 at ¶ 4.6(d)-(g)].
 21 All of this injunctive relief will result in the elimination of the alleged misrepresentations at the
 22 heart of this lawsuit and, as such, will ensure that class members and other consumers will not be
 23 subjected to false and misleading claims on the Earth Friendly Products in the future.

24 17. Second, the settlement requires Venus to contribute no less than \$850,000 and no
 25 more than \$925,000 to an independently-administered settlement fund that will directly benefit the
 26 class [ECF No. 15-2 at ¶ 4.1(d)]. Class members who submit valid claims are eligible to recover
 27 \$1.50 for each ECOS® Laundry Detergent Product they purchased or \$1 for each other Earth
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1 Friendly Product purchased, up to \$25 for each class member [ECF No. 15-2 at ¶ 4.3(c)]. If the
 2 class claims, notice and administrative costs, and attorneys' fees and costs exceed \$850,000, Venus
 3 is required to contribute an additional \$75,000 to the settlement fund to cover the additional claims
 4 of class members [ECF No. 15-2 at ¶ 4.5]. If there is any money left over in the settlement fund
 5 following the claims process, such funds will be distributed to eligible class members on a *pro rata*
 6 basis, up to 100 percent of such class members' initial claim amounts [ECF No. 15-2 at ¶ 4.5(a)]. If
 7 there are additional Settlement Funds following the *pro rata* adjustment, these Residual Funds shall
 8 be distributed to a non-profit organization that serve the interest and needs of the class [ECF No.
 9 15-2 at ¶ 4.5(c)].

10 **LLG's Background and Lodestar**

11 18. LLG is a public interest law firm specializing in complex consumer class actions
 12 and environmental litigation. LLG has significant experience representing aggrieved consumers in
 13 class action cases alleging that products were falsely advertised. LLG presently has seven
 14 attorneys on staff with a combined total of over 90 years of litigation experience. A true and
 15 correct copy of LLG's firm resume was previously submitted to the Court with Plaintiffs' Motion
 16 for Preliminary Approval of the Settlement [ECF No. 15-4].

17 19. Ms. Wolchansky and I, as well as others at our firms, spent numerous hours
 18 investigating and researching the facts of this case, conferring with Plaintiffs, researching the
 19 applicable law, drafting pleadings, reviewing and analyzing documents and data produced by
 20 Venus, and negotiating the Settlement Agreement. This work was performed on a pure
 21 contingency basis with no guarantee of success or ever being paid. Neither LLG nor Halunen
 22 have received compensation for their efforts during the course of this litigation. Throughout the
 23 litigation I coordinated with members of my firm to divide up work in an efficient and cost
 24 effective manner, thereby ensuring that all work was performed without unnecessary duplication.

25 20. Based on my firm's contemporaneous time records, LLG attorneys and staff have
 26 spent over 278.4 hours litigating this case resulting in a lodestar in excess of \$166,227. This
 27 lodestar includes time spent by the following timekeepers from the case inception through
 28 December 31, 2015:

<i>NAME</i>		<i>HOURS</i>	<i>RATE</i>	<i>LODESTAR</i>
Mark N. Todzo	(P)	154.3	\$750	\$115,725.00
Eric S. Somers	(P)	3.8	\$770	\$2,926.00
Howard Hirsch	(P)	2.8	\$650	\$1,820.00
Donna Solen	(A)	10.2	\$590	\$6,018.00
Joseph Mann	(A)	0.8	\$570	\$456.00
Lisa Burger	(A)	0.9	\$460	\$414.00
Lucas Williams	(A)	0.7	\$430	\$301.00
Abigail Blodgett	(A)	84.4	\$400	\$33,760.00
Jill Karjian	(PL)	0.7	\$250	\$175.00
John Banister	(PL)	17.7	\$235	\$4,159.50
Casey Fisher	(PL)	2.1	\$225	\$472.50
TOTAL:		278.4		\$166,227.00

(P) Partner, (A) Associate, (PL) Paralegal

21. In order to facilitate the review and determination of the reasonableness of the attorneys' fees incurred in this matter, we have also reviewed and categorized by general task descriptions all of the time spent by members of my firm on this case. Although this categorization is not an exact science, it reflects our best professional judgment to allocate each time entry to a specific task category. Pursuant to this procedure, which I personally helped develop and implement, we allocated each time entry to one of the following seven task categories:

- a. Case development;
- b. Experts;
- c. Pleadings and law and motion;
- d. Settlement;
- e. Case management and litigation strategy;
- f. Factual discovery; and
- g. Trial.

Since the Parties reached a settlement early in this action, attorneys at my firm did not incur any time in the "factual discovery," "experts," or "trial" categories. While the major tasks performed in this case within the applicable categories are described in detail above (¶¶ 4-14), the following

is a chart summarizing the time spent by LLG (through December 31, 2015) by general category of tasks performed:

LODESTAR BY GENERAL CATEGORY			
Category	Description	Hours	Lodestar
1	Case Development (<i>e.g.</i> , researching Venus' advertising and marketing of the Products, legal research to support potential claims, communicating with potential class members, preparing pre-suit notice)	37.5	\$21,908.00
3	Pleadings and law and motion (<i>e.g.</i> , drafting the complaint, drafting and responding to pleadings and law and motion matters, preparing for and appearing at hearings, legal research)	10.3	\$4,868.00
4	Settlement (<i>e.g.</i> , reviewing and exchanging relevant information and informal discovery with defense counsel to facilitate case evaluation and settlement, preparing the mediation brief and attending the mediation, preparing and reviewing proposed settlement agreements, negotiating settlement terms, preparing supporting documents for settlement, communicating with Claims Administrator and defense counsel regarding notice to the Class and claims process, preparing preliminary approval, attorneys' fees and costs, and final approval motions)	188.7	\$116,181.50
5	Case management and litigation strategy (<i>e.g.</i> , conferring with defense counsel regarding case management and scheduling issues, drafting the initial case management statement, internal strategy meetings)	41.9	\$23,269.50
TOTAL:		278.4	\$166,227.00

22. LLG's \$166,227 lodestar does not reflect any time and costs incurred after December 31, 2015, which includes significant attorney time spent preparing the Motion for Final Approval of the Settlement and Motion for Attorneys' Fees and Costs. Nor does this lodestar include any time and costs spent preparing the motion for final approval of the Settlement, preparing for and attending the final approval hearing, overseeing the ongoing claims administration process, responding to any further inquiries from class members, or any of the other significant amount of work I anticipate will be necessary to finalize and effectuate the Settlement. Accordingly, LLG's total lodestar increase significantly prior to the conclusion of its

1 work on behalf of the class.

2 23. All of the services provided by myself and other attorneys at my firm were
3 reasonable and necessary to bring this case to a successful conclusion. Also, Class Counsel have
4 exercised reasonable billing judgment: any time that might be considered excessive, redundant, or
5 otherwise unnecessary has not been claimed. For example, Class Counsel are not seeking to
6 recover a substantial portion of its general time that it spent investigating MIT and the potential
7 legal claims related to selling products that contain MIT without a warning.

8 24. Furthermore, even though a multiplier would likely be appropriate in this case due
9 to the excellent results achieved by Class Counsel for the class, Class Counsel agreed to forego a
10 multiplier for its lodestar in order to efficiently and successfully reach a settlement with Venus.

11 **LLG's Timekeeping Practices**

12 25. My firm keeps detailed time records and maintains complete documentation of all
13 the attorneys' fees and costs that Plaintiffs have incurred in pursuing this matter. The time records
14 are kept contemporaneously with time delineated by timekeeper to the tenth of an hour. These
15 detailed time records are kept by my firm according to its usual timekeeping practices, which are
16 designed to ensure that our time records are detailed, accurate and complete. I personally helped
17 develop, implement and monitor compliance with this timekeeping policy. All new billing
18 employees are trained on LLG's timekeeping procedures.

19 26. LLG's timekeeping practices require every professional employee to keep his or
20 her time contemporaneously. An individual time entry is required for every case-related task
21 completed by an attorney, para-professional or investigator. My office uses a custom-designed
22 Excel spreadsheet to initially record time entries. An entry is made by first selecting the case to
23 which the work was performed from a drop-down menu. The spreadsheet allows for the selection
24 of only one case, and it is not possible to assign a given billable entry to more than one case. After
25 the case selection is made, a detailed description of the task performed is composed by the
26 timekeeper by typing it into the spreadsheet entry. This allows the timekeeper to fully explain the
27 task performed. We encourage use of uniform task descriptions to create bills that are more
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1 consistent and readable. After the task is completed, the timekeeper must record the time spent on
 2 the task. All time records are recorded in tenth of an hour (six minute) increments.

3 27. Pursuant to LLG's standard timekeeping procedures, the timekeeping information
 4 from the Excel spreadsheets is then uploaded to the Timeslips time and expense software program
 5 by LLG's bookkeeper. The Timeslips program then generates reports and bills that are sent to
 6 clients and used internally for practice management. Every month, I review several reports
 7 generated by the Timeslips program. One such report summarizes all of the time each timekeeper
 8 has spent on every case they have worked on for that given month, sorted by timekeeper. Another
 9 report summarizes all of the time billed in every active case, sorted by case. I review these reports
 10 for completeness, accuracy, and reasonableness. My partners and I also periodically review the
 11 underlying time entries to ensure that LLG's timekeeping policies are being followed and to
 12 exercise billing judgment by writing off any time that appears inefficient or unreasonable.
 13 Specific time and expense reports requested are forwarded to the client periodically for review.

14 28. Because of LLG's rigorous timekeeping practices, LLG's billing records reflect the
 15 hours that are reasonably necessary to achieve Plaintiffs' goals in this litigation. I have carefully
 16 reviewed the time records in this case and can attest that, in my professional judgment, all of the
 17 time spent to date was: (a) spent in furtherance of necessary investigation, litigation and settlement
 18 activities; (b) of measured duration appropriate to each task; and (c) billed cost-effectively by a
 19 person of appropriate skill and experience for the task.

20 **LLG's Hourly Rates**

21 29. Through my practice in consumer protection actions, my review of attorneys' fee
 22 awards by other California courts in my own consumer protection cases and in other consumer
 23 protection cases, and my review of the declaratory evidence submitted in support of those awards,
 24 I am aware of the market rates charged by other firms for attorneys with similar levels of
 25 experience. The billing rates of my firm's attorneys are commensurate with prevailing market
 26 rates for attorneys of similar skill and experience in the San Francisco Bay Area, as detailed
 27 below. My firm's billing rates have already been consistently approved by state and federal courts
 28

1 in the scores of settlement approval and other motions regarding attorneys' fees we have filed in
 2 state and federal courts, including the following cases:

- 3 • *Golloher v. Todd Christopher International, Inc. dba Vogue International*, Case
 4 No. 12-cv-06002 RS (ND Cal. 2014), Order and Final Judgment Approving Class
 5 Action Settlement, Awarding Attorneys' Fees and Expenses, and Awarding Class
 6 Representative Service Awards (entered April 25, 2014) (awarding attorneys' fees
 7 based on LLG's 2014 rates, which are identical to those sought herein);
- 8 • *In re: Comcast Corporation Peer-to-Peer (P2p) Transmission Contract Litigation*,
 9 MDL No. 1992, Case No. 2:08-MD-1992-LDD (E.D. Penn. 2010), Order Granting
 10 Motion for Approval of Attorneys' Fees (entered June 29, 2010) (awarding
 11 attorneys' fees based on LLG's 2010 rates);
- 12 • *Center for Environmental Health v. Food Market Management, Inc.*, San Francisco
 13 County Superior Court, Case No. CGC-12-526395, Order re: Discovery Issues
 14 (entered June 24, 2015) (awarding attorneys fees' based on LLG's 2015 rates); and
- 15 • *Center for Environmental Health v. Space Jam Juice LLC*, Alameda County
 16 Superior Court, Case No. RG15770932, Order Granting Plaintiff's Motion for
 17 Court Approval and Entry of Consent Judgments (entered October 6, 2015)
 18 (awarding attorneys' fees based on LLG's 2015 rates).

19 30. I often compare LLG's rates to those of other San Francisco and California firms
 20 that do similar work. LLG's rates are in line with such other firms' rates. Indeed, my comparison
 21 is supported by recent decisions by courts in this District:

- 22 • In *Wynn v. Chanos*, 14-CV-04329-WHO, 2015 WL 3832561, at *2 (N.D. Cal. June
 23 19, 2015), on a motion for attorneys' fees following a successful anti-SLAPP
 24 motion, the court found reasonable hourly rates of (among others) \$920/875 for
 25 partners with 20 years of experience, \$710/645 for associates with 6 years of
 26 experience and \$170 for litigation support staff and paralegals.

- 1 • In *O'Bannon v. Natl. Collegiate Athletic Assn.*, 09-CV-03329-CW (NC), 2015 WL
2 4274370, at *3 (N.D. Cal. July 13, 2015), an antitrust action, the court approved
3 hourly rates of (among others) \$610/510 for partners with 15 years of experience,
4 \$490 for associates with 7 years of experience, \$370 for associates with 3 years of
5 experience and \$300-320 for paralegals.
- 6 • In *Gutierrez v. Wells Fargo Bank, N.A.*, C 07-05923 WHA, 2015 WL 2438274, at
7 *5 (N.D. Cal. May 21, 2015), a consumer class action against a bank for unfair
8 practices, the court approved hourly rates of (among others) \$700-\$850 for partners
9 with 17 years of experience, \$300-\$490 for associates with 2 to 12 years of
10 experience, and \$150-\$430 for litigation support and paralegals; and
- 11 • In *G. F. v. Contra Costa County*, 13-CV-03667-MEJ, 2015 WL 7571789, at *13
12 (N.D. Cal. Nov. 25, 2015), a class action discrimination action, the court approved
13 hourly rates of \$975 to \$325 for attorneys who graduated from law school between
14 1961 and 2012.

15 31. The principal LLG attorneys working on this matter are my associate Abigail
16 Blodgett and myself. Other LLG attorneys performed billable work as needed, on a less extensive
17 basis. I graduated from Hastings College of Law and was admitted to the California Bar in 1993.
18 I have been practicing law for 22 years. Since joining LLG in 1998, my practice has been devoted
19 exclusively to representing plaintiffs in complex consumer protection class actions and
20 environmental litigation. My current hourly rate is \$750.

21 32. My associate Abigail Blodgett graduated from University of Oregon School of Law
22 in 2010, and was admitted to the California Bar in 2011. Prior to joining LLG in January 2014,
23 Ms. Blodgett was an associate and legal fellow with a nonprofit organization where she
24 specialized in enforcing clean water laws and developing environmental policies. Ms. Blodgett
25 has also clerked and volunteered for various public interest organizations and law firms, litigating
26 a wide range of environmental, consumer protection, and land use cases. Ms. Blodgett's current
27 hourly rate is \$400 an hour.

1 33. My partner Howard Hirsch graduated from Boalt Hall School of Law in 1996, and
 2 was admitted to the Massachusetts Bar in 1996 and the California Bar in 2001. Mr. Hirsch has
 3 practiced law for over nineteen years, almost the entirety of which has been spent exclusively
 4 representing plaintiffs in environmental and consumer protection litigation. Before joining LLG
 5 in 2003, Mr. Hirsch worked for five years at a national, non-profit environmental law firm
 6 prosecuting citizen suits under federal environmental statutes, and for two years prior to that as a
 7 litigation associate at a nationally recognized law firm based in Boston. Mr. Hirsch's current
 8 hourly rate is \$650 an hour.

9 34. My partner Eric S. Somers graduated from Hastings College of the Law in 1988,
 10 was admitted to the California Bar in 1989, and has been practicing law for over twenty-six years.
 11 Upon admission, Mr. Somers worked for several years at a large nationally recognized San
 12 Francisco law firm. In 1996, Mr. Somers founded LLG, and since then has specialized in
 13 representing public entities, non-profit organizations, and individual plaintiffs in environmental
 14 and consumer protection litigation. Mr. Somers has presented and taught at numerous law
 15 conferences and seminars. Mr. Somers current hourly rate is \$770.

16 35. Joseph Mann is an associate who graduated from New York University School of
 17 Law in 1999, and was admitted to the California Bar in 2000. Mr. Mann has practiced law for
 18 over 15 years, all of which have been spent exclusively representing plaintiffs in environmental
 19 and consumer protection litigation. Before joining LLG in September 2012, Mr. Mann spent over
 20 a decade as a litigation attorney for the National Environmental Law Center, a nonprofit
 21 organization specializing in the enforcement of federal environmental laws, and a year as a Law
 22 Clerk to U.S. District Court Judge Irma E. Gonzalez in the Southern District of California. Mr.
 23 Mann's current hourly rate is \$570 an hour.

24 36. Donna F. Solen is a former associate who graduated from the University of Florida
 25 College of Law in 1997. She was admitted to the Florida Bar in 1997, the District of Columbia
 26 Bar in 1999, and the California Bar in 2014. She has been practicing law for over 18 years,
 27 specializing in complex consumer fraud, environmental, products liability, and antitrust class
 28

1 actions. Ms. Solen's current rate is \$590 an hour.

2 37. Lisa Burger is an associate who graduated from Notre Dame Law School in 2005,
3 and was admitted to the California Bar that same year. Ms. Burger has practiced law for ten years,
4 all of which have been spent exclusively representing plaintiffs in civil rights, environmental and
5 consumer protection litigation. Before joining LLG, Ms. Burger was a litigation fellow with
6 Disability Rights Advocates, a non-profit law center in Berkeley, California, that specializes in
7 class action litigation on behalf of people with disabilities. Ms. Burger's current hourly rate is
8 \$460 an hour.

9 38. Lucas Williams is an associate who graduated from Golden Gate University School
10 of Law in 2008, and was admitted to the California Bar in 2009. Mr. Williams has practice law
11 for over 6 years. Before joining LLG in January 2011, Mr. Williams was an attorney with a
12 nonprofit environmental law clinic, where he specialized in enforcing air quality and clean energy
13 laws on behalf of low-income communities of color. Mr. Williams' work as an environmental
14 justice advocate included significant experience securing and defending attorneys' fee awards for
15 non-profit environmental organizations. Mr. Williams' current hourly rate is \$430.

16 **LLG's Out-of-Pocket Litigation Expenses**

17 39. Based on my firm's contemporaneously maintained expense records, LLG has
18 incurred \$5,589.62 in costs in this matter as of December 31, 2015. LLG's costs include Westlaw
19 research, mediation fees, copying expenses, postage, express deliveries, travel costs, and court
20 fees. My firm is seeking recovery of these costs as part of the \$277,500 fees and costs award.

21 **Plaintiff's Critical Role in the Litigation**

22 40. Ms. Baharestan played a crucial role throughout the case. She provided important
23 background information regarding the chemicals at issue in the Products and their effects on her
24 and other class members. She also spent a significant amount of time working together with me
25 and the other attorneys working on the case. In addition to providing important background
26 research, Ms. Baharestan reviewed all pleadings and was available for consultation and consulted
27 with me throughout the mediation and settlement process.
28

1 I declare under penalty of perjury under the laws of the United States that the
2 foregoing is true and correct.

3 Executed on January 15, 2016, at San Francisco, California.

4 /s/ Mark N. Todzo

5 MARK N. TODZO
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